

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

GANIS CREDIT CORPORATION,

IN ADMIRALTY

Plaintiff,

No. C 03-5711 SBA

V.

ORDER FOR SALE OF VESSEL

M/Y MY MELODY, Official No.
1074363, her engines, masts, anchors,
cables, chains, rigging, tackle, apparel,
equipment, furniture, and all the necessaries
therewith appertaining, etc., *in rem*; et al.

Defendants.

The Court has granted Plaintiff Ganis Credit Corporation's ("GANIS") Ex Parte Application for Entry of Default, Default Judgment, and Order for Sale of the defendant vessel M/Y MY MELODY, Official No. 1074363, her engines, masts, anchors, cables, chains, rigging, tackle, apparel, equipment, furniture, and all the necessaries therewith appertaining, etc., *in rem* (the "VESSEL".)

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The VESSEL is hereby condemned to be sold by the United States Marshal for the Northern District of California on May 31, 2005 at the hour of 10:00 a.m. or as soon thereafter as the VESSEL may be sold, at Svendsen's Boat Works, 1851 Clement Ave., Alameda, CA 94501, telephone (510) 522-2886, in accordance with the Marshal's rules and regulations governing such sales.

2. Upon application by GANIS the Clerk of the Court shall issue a Writ of Venditioni Exponas for the Sale of the VESSEL.

3. A Notice of Sale, substantially in the form of the attached Exhibit "A," shall be published by the United States Marshal in *The Recorder* and in the *Oakland Tribune* in accordance with Admiralty Local Rule 9-2(a) for at least six (6) days prior to the date of sale of the VESSEL.

4. GANIS may, at its option, effect such other advertisement as can be secured at a reasonable cost, and the expense of such advertisement is hereby approved as an administration expense,

1 to be added to the Judgment, and recoverable from the proceeds of sale of the VESSEL.

2 5. The United States Marshal shall conduct the sale of the VESSEL in such a manner that all
3 bidders are identified and qualified to the satisfaction of the Marshal, prior to the conclusion of the sale.
4 Following the opening bid, if any, the Marshal shall only accept succeeding bids in minimum increments of
5 \$1,000.00.

6 6. The VESSEL shall be sold on an "AS IS, WHERE IS" basis at a public auction to the
7 highest bidder, free and clear of all liens and encumbrances.

8 7. Except as otherwise provided herein, the successful bidder will be required to pay to the
9 United States Marshal in accordance with Admiralty Local Rule 9-2(b) as follows:

10 (a) at least ten percent (10%) of the price by cash, certified check or cashier's check payable
11 to the "United States Marshal" and drawn on a federal or state chartered bank in good standing, prior to
12 the close of the auction; and

13 (b) the remaining up to ninety percent (90%) of the price bid by cash, certified check or
14 bank cashier's check payable to the "United States Marshal" drawn on a federal or state chartered bank in
15 good standing, prior to the confirmation of the sale by the court, or within three (3) days of the dismissal of
16 any opposition which may have been filed, exclusive of Saturdays, Sundays and legal holidays.

17 8. Notwithstanding the foregoing, GANIS, or its designee, shall be permitted to attend the
18 sale and bid in the full amount, or any part, of the Judgment in this action, without need for GANIS to make
19 payment of any cash or check.

20 9. The proceeds shall be deposited in the registry of the Court, after deduction of the
21 Marshal's commissions and costs, and will be held there pending further order of the Court.

22 10. If no written objection is filed with the Court challenging the sale of the VESSEL within
23 three (3) days after such sale (exclusive of Saturdays, Sundays and legal holidays), the sale shall stand
24 confirmed pursuant to Admiralty Local Rule 9-2 (c), without the necessity of any affirmative action by the
25 Court, and the Clerk upon request shall so state to the Marshal in writing, provided that the buyer has
26 complied fully with the terms of purchase.

United States District Court
For the Northern District of California

1 12. Prospective bidders, upon written application to the United States Marshal, Federal
2 Building, 450 Golden Gate Ave., 20th Fl., San Francisco, CA 94102, telephone (415) 436-7677, may
3 make arrangements to board the VESSEL on the day prior to the sale, or on such other date as is
4 convenient to the Marshal, for the purpose of inspection prior to sale, provided that it shall be at the sole
5 risk and expense of such person making the inspection.

6 IT IS SO ORDERED.

7 Dated: 5-18-05

8 /s/ Saundra Brown Armstrong
9 SAUNDRA BROWN ARMSTRONG
10 United States District Judge

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

GANIS CREDIT CORPORATION,

IN ADMIRALTY

Plaintiff,

No. C 03-5711 SBA

V.

NOTICE OF SALE

M/Y MY MELODY, Official No.
1074363, her engines, masts, anchors,
cables, chains, rigging, tackle, apparel,
equipment, furniture, and all the necessaries
therewith appertaining, etc., *in rem*; et al.

Defendants.

In obedience to an Order of the United States District Court, Northern District of California, in the above-entitled action, notice is hereby given that the United States Marshal will sell by public auction the vessel M/Y MY MELODY, Official No. 1074363, her engines, masts, anchors, cables, chains, rigging, tackle, apparel, equipment, furniture, and all the necessaries therewith appertaining, etc., in rem (the "VESSEL") on May 31, 2005 at the premises of Svendsen's Boat Works, 1851 Clement Ave., Alameda, CA 94501, telephone (510) 522-2886.

The VESSEL is said to be a 1999 47-foot Lein Hwa (McKinna) motor yacht. It is federally documented with the United States Coast Guard under Official No. 1074363. Its particulars are not warranted.

All bidders are to be identified to the satisfaction of the Marshal, prior to the commencement of the sale. Following the opening bid, if any, the Marshal shall only accept succeeding bids in minimum increments of \$1,000.00.

The VESSEL shall be sold on an "AS IS, WHERE IS" basis to the highest bidder, free and clear of all liens and encumbrances.

Except as otherwise provided herein, the successful bidder will be required to pay to the United States Marshal in accordance with Admiralty Local Rule 9-2(b) as follows:

EXHIBIT A

8 Notwithstanding the foregoing, GANIS, or its designee, shall be permitted to attend the sale and
9 bid in the full amount, or any part, of the Judgment in this action, without need for GANIS to make payment
10 of any cash or check.

11 The proceeds shall be deposited in the registry of the Court, after deduction of the Marshal's
12 commissions and costs, and will be held there pending further order of the Court.

If no written objection is filed with the Court challenging the sale of the VESSEL within three (3) days after such sale (exclusive of Saturdays, Sundays and legal holidays), the sale shall stand confirmed pursuant to Admiralty Local Rule 9-2 (c), without the necessity of any affirmative action by the Court, and the Clerk upon request shall so state to the Marshal in writing, provided that the buyer has complied fully with the terms of purchase.

18 | //

19 //

20 //

21 //

22 | 111

23

24

85

11

1 Prospective bidders, upon written application to the United States Marshal, Federal Building, 450
2 Golden Gate Ave., 20th Fl., San Francisco, CA 94102, telephone (415) 436-7677, may make
3 arrangements to board the VESSEL on the day prior to the sale, or on such other date as is convenient to
4 the Marshal, for the purpose of inspection prior to sale, provided that it shall be at the sole risk and expense
5 of such person making the inspection.

UNITED STATES MARSHAL

8 | DATED: _____, 2005 By _____

10 Name and Address of Attorneys
for Plaintiff Ganis Credit Corporation:

11 RUSSELL & ASSOCIATES
833 Dover Drive, Suite 15
12 P.O. Box 11466
Newport Beach, CA 92658
13 (949) 854-6000